

General Terms and Conditions - Steptronics BV

Article 1. Applicability of these conditions

These terms and conditions apply to every offer and every agreement (including purchase agreements, contracts for work and other agreements) between STEPTRONICS B.V., hereinafter referred to as STEPTRONICS, and any counterparty to which STEPTRONICS has declared these conditions applicable, unless explicitly agreed otherwise in writing.

Article 2. Quotations

1. Quotations issued by STEPTRONICS are valid for 3 months after the date of the quotation, unless stated otherwise. STEPTRONICS is only bound by the quotation if it is accepted in writing by the counterparty within 14 days.
2. Prices stated in a quotation are 'ex works' and exclusive of VAT, unless stated otherwise.
3. If STEPTRONICS, after the counterparty has accepted a quotation, sends a written contract for signature, STEPTRONICS is only bound by the contents if the signed contract is returned within 14 days of dispatch.
4. If the counterparty cancels the agreement after accepting a quotation, they owe STEPTRONICS 25% of the quoted amount, or the actual damage incurred by STEPTRONICS as a result of the cancellation, at STEPTRONICS's discretion.

Article 3. Delivery

1. An agreed delivery time is not a strict deadline, unless explicitly agreed otherwise. In the event of late delivery, the counterparty must notify STEPTRONICS in writing.
2. STEPTRONICS is allowed to deliver sold products, services, and software in parts, unless a partial delivery has no independent value. Each part may be invoiced separately.

Article 4. Obligation to accept delivery

1. The counterparty is obliged to accept the purchased products at the time they are delivered or made available according to the agreement.
2. If the counterparty refuses or fails to provide necessary information or instructions for delivery, the products will be stored at the counterparty's risk and expense. This includes all additional costs such as storage fees.

Article 5. Technical requirements, etc.

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If the products to be delivered in the Netherlands are intended for use outside the Netherlands, STEPTRONICS is responsible for ensuring that the products meet the technical requirements and standards imposed by laws or regulations of the destination country, provided that such use was mentioned at the time of the agreement. Any technical requirements differing from standard requirements must also be clearly stated by the counterparty at the time of the agreement.

Article 6. Drawings, models, etc.

1. Any model, sample or example shown or provided by STEPTRONICS is indicative only. The actual delivered products may differ.
2. STEPTRONICS retains ownership and/or copyright on all drawings, designs, and offers. These may not be copied or shared with third parties and must be returned upon request.
3. Models or samples remain STEPTRONICS's property until paid. If return is agreed upon and the invoice will be credited, the counterparty must return them at their own cost and in perfect reusable condition.

Article 7. Changes to the products to be delivered

1. STEPTRONICS may deliver products that deviate from the agreed specifications. If such a deviation is substantial, the counterparty may dissolve the agreement within four days after discovering the deviation.
2. Minor changes or those required by law, or improvements, do not give the counterparty the right to dissolve the agreement.

Article 8. Security

Before delivering work, STEPTRONICS has the right to demand security for compliance from the counterparty. If not provided, STEPTRONICS may cancel the agreement, and the counterparty will owe 25% of the agreed amount or actual damages, at STEPTRONICS's discretion.

Article 9. Termination of the agreement

1. STEPTRONICS may immediately claim payment if:
 - It has reason to fear non-compliance by the counterparty after concluding the agreement;
 - It has requested security for compliance which is not provided.
2. STEPTRONICS may suspend or terminate the agreement in such cases, without prejudice to the right to

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claim damages.

3. If execution becomes impossible or unreasonably burdensome due to changes related to people or materials involved, STEPTRONICS may terminate the agreement.

Article 10. Warranty

1. STEPTRONICS guarantees the quality of the goods and materials used, covering defects resulting from design, materials, or workmanship.

2. Unless stated otherwise, goods with defects reported within 12 months after delivery will be repaired or replaced.

3. Warranty lapses if the goods are altered or repaired by the buyer or third parties, misused, or poorly maintained.

4. The warranty does not cover additional costs (e.g., transport or call-out charges).

5. If new goods or parts are supplied under warranty, the terms of this article apply. Warranty fulfillment is the sole remedy and excludes further compensation or contract dissolution.

Article 11. Retention of title

1. Products remain STEPTRONICS's property until all obligations under all agreements have been fulfilled by the counterparty.

2. The counterparty may only resell the products in the normal course of business.

3. STEPTRONICS may reclaim the goods if obligations are not met. The counterparty must cooperate and may be fined for non-compliance.

4. The counterparty must inform STEPTRONICS if third parties claim rights to the goods.

5. The counterparty must insure the goods and assign claims from insurers to STEPTRONICS if requested.

6. The goods must be marked as STEPTRONICS's property and protected accordingly.

Article 12. Defects: complaint periods

1. The counterparty must inspect the goods upon delivery to verify type, quantity, and quality.

2. Visible defects must be reported in writing within 14 days after delivery.

3. Hidden defects must be reported within 7 days of discovery, and at most within 3 months.

4. Complaints do not suspend payment obligations. Goods may only be returned with prior written consent.

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Article 13. Price changes

1. Agreed prices may be increased due to higher production or labor costs. If the increase exceeds 10%, the counterparty may dissolve the agreement.
2. If there are clear errors in the quotation, STEPTRONICS may correct the price afterwards.

Article 14. Assembly

1. Assembly is carried out at standard rates and is limited to materials provided by STEPTRONICS.
2. STEPTRONICS is not liable for any additional work not expressly agreed.
3. The counterparty must provide necessary help, materials, and working conditions.
4. Delays not caused by STEPTRONICS may be charged additionally.
5. Complaints after the assembly team has left will not be accepted.
6. Travel and accommodation costs are borne by the counterparty.
7. If STEPTRONICS staff are requested after installation, normal rates apply.

Article 15. Payment

1. Payment must be made within 30 days of invoice. Late payments incur statutory interest plus 2%.
2. In case of liquidation, bankruptcy, or suspension of payments, obligations become immediately due.
3. Payments must be made without deduction or set-off.
4. Payments are first applied to interest and costs, then to the oldest invoice.
5. A credit limitation surcharge of 2% may be added unless paid within 30 days.
6. For larger projects, STEPTRONICS may invoice in installments.
7. Invoice complaints must be submitted in writing within 8 days of receipt.

Article 16. Collection costs

If the counterparty defaults, all reasonable collection costs are borne by them, with a minimum of EUR250 or 15% of the invoice. Proven higher costs will also be reimbursed.

Article 17. Contracted work

1. Unless agreed otherwise, the agreed price does not include:
 - a. groundwork, foundation work, or utility connections;

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- b. additional help or lifting equipment;
- c. internet or infrastructure unless specified.
- 2. Extra work due to changes or incorrect data will be billed fairly.
- 3. STEPTRONICS may suspend extra work for operational reasons.
- 4. Delays caused by the counterparty incur EUR500/day damages minimum.
- 5. Work sites must be accessible.
- 6. Work is considered complete when declared done, even if some parts follow later.
- 7. Digital connections must be available and functional at installation time.

Article 18. Liability

- 1. Liability for product defects is covered under Article 10.
- 2. STEPTRONICS is liable only for damages due to intent or gross negligence.
- 3. Otherwise, liability is limited to the insured amount or half the invoice value.
- 4. The client must limit damage where possible and involve STEPTRONICS timely.
- 5. No liability for damages after unauthorized changes or poor maintenance.
- 6. STEPTRONICS is not liable for external network failures.

Article 19. Force majeure

- 1. Force majeure includes circumstances beyond STEPTRONICS's control, such as strikes, shortages, supplier delays, or government restrictions.
- 2. STEPTRONICS may invoke force majeure even if it arises after its performance was due.
- 3. Obligations are suspended during force majeure. If it lasts over six months, both parties may terminate the agreement.
- 4. Partial deliveries may be invoiced separately unless they have no independent value.

Article 20. Dispute resolution

All disputes must first be handled through the NAI Minitrage procedure. If unsuccessful, arbitration under the NAI Arbitration Rules applies.

Article 21. Applicable law

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Dutch law applies to all agreements between STEPTRONICS and the counterparty.

Article 22. Amendments to the conditions

STEPTRONICS may amend these terms. Amendments take effect as announced. If no date is given, changes take effect when notified to the counterparty.